

Clermont Arts & Recreation Center Theater Rental Application Ticketed Event

City of Clermont
Parks & Recreation Department
3700 S Hwy 27
Clermont, FL 34711
(352) 394-3500
www.clermontfl.gov



THEATER RENTAL APPLICATION TICKETED EVENT

RENTAL POLICY

The Ticked Rental Application is intended for For-Profit businesses/organizations and individuals providing a performance or recreational form of entertainment, in which the primary use is held on a stage or similar type setting.

Rentals that are not performance or recreational in nature or those that do not comply with City laws and ordinances will not be permitted. It is at the sole discretion of the City of Clermont in classifying the nature of the rental/event requested, and whether it conforms to the guidelines set forth in this application.

Applications are not accepted more than one year from the requested rental date, and only after final confirmation of the CPAC season. There is a maximum of one rental per organization/individual, each calendar year.

<u>Performance based rentals/events</u> include, but are not limited to plays, concerts, musicals and lectures.

- Rentals that are open to the general public are permitted June thru September.
- Rentals that are private/closed to the general public may be held throughout the year. The advertising or marketing of private events is strictly prohibited.

*Open to the general public refers to any event or rental attended on a 'walk-in' basis, often without prior invitation.

Generally, these are publically advertised and may be either ticketed or non-ticketed, as well as free or paid events.

<u>Recreational based rentals/events</u> include, but are not limited to sporting, fitness and competition type events. These rentals are permitted throughout the year.

TO RESERVE A RENTAL DATE

- 1. Contact the ARC Facility Manager at (352) 708-5998 or soshea@clermontfl.org to discuss the event and available dates
- 2. Applicant will submit the completed Ticketed Rental Application and Technical Form (Submitting an application does not guarantee or confirm the rental)
- 3. Staff will contact the Applicant to confirm details of the rental and technical needs. Allow 14 days for review
- 4. Staff will provide the Applicant a detailed cost estimate
- 5. Once the cost estimate is approved, the final signed contract with Invoice is provided to the Applicant
- 6. Payment must be received within 5 days from the date the Invoice is provided. If payment is not received by the requested date, the rental is subject to cancelation and the rental date will not be held

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Indicate Space Needed:	Main Stage Theater	Black Box Theater
Today's Date		
Name of Event/Show		
Name of Organization/Applicant *The refundable deposit will	t be made payable and mailed to th	ne name and address of the applicant listed*
Address		
City	ST	Zip
Event Contact		
Best Number to Reach You _		
Email		
Valid Photo ID # Provided	Other	
Secondary Contact		
Best Number to Reach You		
Email		
ALCOHOL Will there be alcohol at the ever *If yes, an alcohol approval form	nt? Yes* No n must be submitted a minimum of	^f 30 days prior to your event.

ALCOHOL POLICY

- The applicant is responsible for submitting a City of Clermont alcohol request form <u>a minimum of 30 days prior to the</u> rental date (60 days is recommended)
- The serving of alcohol must end at least 30 minutes prior to event end time
- Not adhering to alcohol policy may result in forfeiture of your deposit and cancellation of your rental
- The applicant is responsible for ensuring guests are adhering to the alcohol policy

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Requested date(s)				
Private (Open to Public	Estimated Attendance	Cost per ticket \$	
Load in time		to		
Rehearsal time		to		
Event time _		to	provide details on attached shee	
Load out		to		
Briefly describe the e	vent/show:			
Describe your set onsta available.	age including num	ber of people onstage, set pieces, specia	al effects etc. Please include a stage plot, if	
available.			al effects etc. Please include a stage plot, if	
Check all technical	needs required	for the event		
Check all technical Video Projection Sc	needs required		Use of CPAC Audio Equipment	
Check all technical Video Projection Sc	needs required	for the event		
Check all technical Video Projection Sc	needs required reens Show	for the event Monitor Audio Technician	Use of CPAC Audio Equipment	
Check all technical Video Projection Sc Lighting Technician for Follow Spot	needs required reens Show Lights	for the event Monitor Audio Technician Front of House Audio Technician	Use of CPAC Audio Equipment Additional Lighting Equipment	
Check all technical Video Projection Sc Lighting Technician for Follow Spot Pyrotechnics (including	needs required reens Show Lights haze) technical require	for the event Monitor Audio Technician Front of House Audio Technician 3 Phase Power Hanging of Soft Goods / Flats	Use of CPAC Audio Equipment Additional Lighting Equipment Additional Techs for Setup Cameras with Operators scription of all equipment and/or staff you wil	

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RENTAL RATES

640.00	ADDI IOATION EEE	
\$10.00	APPLICATION FEE	
\$1000.00	SECURITY DEPOSIT	
MAIN STAGE THEATER		
\$3000 per day	Rehearsal and/or one show/event	
\$4000 per day	Two shows/events	
\$1800 per day	Additional Day	
	 Rental Includes: Main Stage, Green Room and Rehearsal Room 5 hours of technical meeting. Technician costs are not included and vary based on requirements Online ticketing services Ushers Seating for 1100 	
BLACK BOX THEATER		
\$1500	Rehearsal and/or one show/event	
\$2000	Two shows/events	
\$750	Additional Day	
	Rental Includes: • Black Box with side dressing room and Green Room • 4 hours of technical meeting. Technician costs are not included and vary based on requirements • Online ticketing services • Ushers • Seating for 251	
ADDITIONAL COSTS:		
Facility Staff	\$25.00 per hour / 2 hour minimum For rentals occurring outside of building hours, Monday to Saturday 8:00 AM - 9:00 PM, Sunday 11:00 AM-6:00 PM	
Entertainment Technician	In-house City Technician: \$30 per hour / 4 hour minimum Contracted Services: Rates dependent on services provided	

LIABILITY INSURANCE

The applicant will provide a Certificate of Insurance naming the City of Clermont as additionally insured, no later than fourteen (14) calendar days prior to the event date. A minimum coverage of \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. Certificate Holder shall be listed as follows: City of Clermont, 3700 S Highway 27, Clermont, FL 34711

A Certificate of Insurance (COI) is required:

- For any event or facility rental by a business or organization, both for-profit and non-profit
- For any event or facility rental that is open to the general public
- To serve alcohol in any city facility or property

A Certificate of Insurance (COI) may be required:

- From a vendor that provides equipment (or similar items such as a tent, platform or stage, scissor lift, bounce house, etc.) to an event or facility, or caterer using the kitchen
- Utilizing a generator or other potentially dangerous item
- Under any other condition the City determines reasonable and necessary

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FACILITY RENTAL INFORMATION

PAYMENTS, REFUNDS, AND CANCELLATIONS

- 50% of the rental fee is required to hold the date(s). Payment must be received within 5 days from the date the Invoice is provided. If payment is not received by the required date, the rental is subject to cancellation and the rental date will not be held
- The final rental payment is due no later than 14 days prior to the event. If payment is not received as required, a 10% late payment fee will be assessed, per week, on the balance due
- Until all outstanding balances are paid in full, the applicant will not be permitted to hold the event or rent a city facility
- Security deposit is held separate from the rental fees and is not applied toward the account balance. Refunds are issued 2-3 weeks after the rental date
- Cancellations must be submitted in writing to the ARC office

60 calendar days or more from the rental date
 59-31 calendar days from the rental date
 30 calendar days or less from the rental date
 No refund of the rental cost

TICKET & PAYOUT SETTLEMENT

The Clermont Performing Arts Center is the only authorized ticket seller for the Clermont Arts & Recreation Center. Any other party operating in the sale or procurement of tickets is not permitted.

- Ticketing fees cannot be negotiated or discounted and are added to the base ticket price
- Tickets may be purchased online using the provided link, or during Box Office hours
- A detailed settlement report will be provided within two (2) business days following the final performance date
- Cancellation of a ticketed event will result in a charge of 3% and \$1.50 per ticket sold, being charged to the applicant (not the ticket holder) on all NET ticket sales collected. Allow up to 4 weeks for processing

TECHNICAL STAFF AND EQUIPMENT

- The applicant MUST utilize City Technical staff during all rehearsals and performances, and is responsible for all technical costs associated with the event
- The facility has inventoried lighting, sound and video equipment that may be utilized during rentals. All requests for use of the
 equipment must be approved by City staff prior to the rental. Any additional equipment needed that is not currently part of the
 facility inventory will be charged to the applicant
- All equipment must be restored and put away in complete working order. Replacement and/or repair costs due to the renters (or renters staff) negligence will be charged to the applicant

CONCESSIONS & MERCHANDISE

- Concessions are permitted in the front Lobby within the designated locations. The applicant is required to utilize the City's contracted catering company for all beverage and food sales. The City of Clermont will retain all proceeds from concession sales
- The sales of merchandise is permitted in the front Lobby within the designated locations. The applicant is solely responsible for the staffing and operation of sales

POLICE AND FIRE DEPARTMENT STAFFING

- If the City of Clermont determines Police or Fire personnel are required for the event, the renter will be responsible for all staffing costs. City staff will contact and schedule the appropriate personnel for the event
- If armed security is requested (but not required) for the event, it must be provided by the Clermont Police Department. The applicant will contract directly with the Clermont Police Department
- Requests for Police/Fire personnel must be submitted a minimum of 14 days prior to the event. The hourly rate may be higher for requests made less than 5 days from the event date
- Payment is made directly to the Police/Fire Department. Proof of payment must be submitted to the Parks and Recreation Department a minimum of 7 days prior to the event date

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HOLD HARMLESS / INSURANCE AGREEMENT

The user will indemnify and hold harmless the City of Clermont from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, or resulting from the occupancy of the Park/Facility by the User, its agents, servants, invitees, and guests under this license.

The User will comply with all laws, ordinances, regulations, or other orders regarding the safety of persons or property, or their protection from damage, injury or loss.

The applicant shall supply, when required, a Certificate of Insurance reflecting minimum coverage \$1,000,000 Comprehensive General Liability Insurance, without deductibles, per occurrence. The City of Clermont shall be named as an additional insured, which shall be noted on the Certificate of Insurance. The Certificate shall indicate that the applicant's insurance policy shall not be cancelled without thirty days prior written notice to the City of Clermont.

The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply the Certificate of Insurance to the City of Clermont no later than fourteen (14) calendar days prior to the Program/Event Date. Also, the undersigned agrees to be responsible for damage to facilities and conduct of persons in the program and/or event. Parking is permitted only in designated areas of the park/facility. There is no parking allowed at any place of business or residence near the park/facility unless written permission is granted by each individual owner in advance.

<u>FORCE MAJEURE</u>. With regard to the performance hereunder, CITY and/or APPLICANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CITY and/or APPLICANT'S reasonable control (including, without limitation, weather, fire, natural disaster, labor unrest, war, declared or undeclared, Federal, State or Locally Declared State of Emergency, CITY and/or APPLICANT is not able to perform the services or obligations hereunder. In the event of such occurrence, neither party hereto shall have further obligation or liability to the other party in connection with the affected performance, and any payments or deposits previously paid by CITY or APPLICANT hereunder shall be promptly refunded to the paying party, and this Agreement shall thereafter be considered null and void.

I have read the rules and regulations and fully understand them. I accept responsibility and insure that all members and guests will honor and abide by the above conditions.

Name of Applicant (printed):	
Group Representing:	
Applicant Signature:	Date:
City of Clermont Employee Signature:	Date:

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